



April 14, 2015

Ms. Cynthia Brown
6SF-TE
U.S. Environmental Protection Agency
1445 Ross Ave, Suite 1200
Dallas, TX 75202-2733

Severn Trent Services, Inc.
Texas Region
Pasadena Project
209 N. Main St.
Pasadena, TX 77506

Tel 713-477-5856
Fax 713-475-0501

RE: CERCLA 104(e) Information Request (dated 3/12/15)
U.S. Oil Recovery Superfund Site, Pasadena, TX
SSID No. A6X7

Dear Ms. Brown:

I write further to Mr. Banipal's letter which our registered agent received on 17th March 2015, to provide Severn Trent Environmental Services Inc.'s response to the questions raised in the letter.

For ease of reference, I adopt the same numbering as in Mr. Banipal's letter. The responses are provided from an examination of the documents that are attached and my own recollection, and that of Greg Jalowy, Chief Operator of the plant at time of closing.

Most of the records that existed at the time that Old Vince Bayou WWTP (OVB) was decommissioned were transferred to the City of Pasadena (the City) offices located at 901 Curtis Avenue, Pasadena, TX 77501, a secure building under the exclusive control of the City. In 2008, massive flooding and water damage caused by Hurricane Ike destroyed the building at 901 Curtis Avenue. The roof of the building caved in during the heavy wind, exposing all of the contents of the building to rainwater that seeped through all the floors. Flooding from Hurricane Ike was so significant that there was three inches of water on the third floor of the building. Due to a lack of outside ventilation, mold set in throughout the building within a week and destroyed all the documents and the building itself. The City building had to be gutted out within just a few weeks after Hurricane Ike.

1. Severn Trent Environmental Services, Inc. (STS) entered into an Operations & Maintenance contract with the City dated 1st March 1994 to operate and maintain Vince Bayou WWTP (200 N. Richey). A copy of the contract is attached to this letter Attachment A).

In November 1997, STS closed the onsite laboratory and contracted with Severn Trent Laboratories (STL) to perform testing services on process samples. In December 2006, Severn Trent sold its laboratory business to TestAmerica Holdings Inc. (TA). We

understand that TA's headquarters are at: 19 Old King's Highway South Suite 100 Darien, CT 06820..

2. STS operated and maintained Vince Bayou WWTP (OVB) from March 1994 to April 2004, when the plant was shut down.

Copies of belt press sludge cake TCLP results for 2000 to 2004 are attached (Attachment B).

In the course of STS's management of the plant, the following chemicals were utilized, based on the personal recollection of myself and G. Jalowy:

- Chlorine (CL2) as a gas used for disinfection in the wastewater treatment process. An average of six cylinders of CL2 was consumed every two to four weeks. Each cylinder was 2,000 pounds each.
 - Sulfur Dioxide (SO2) as a gas used for de-chlorination in the treatment process. An average of four cylinders of SO2 was consumed every two to four weeks. Each cylinder was 2,000 pounds each.
 - Polymer, (Zetag 8818), as a liquid used for sludge dewatering process. An average of four drums was consumed every two to four weeks. Each drum was 55 gallons.
 - Potassium Chloride (KCl), for dissolved oxygen probe electrolyte, lab testing average 5 oz.
 - Diethyl-p-phenylenediamine (DPD), chlorine residual lab testing reagent. An average of 100 grams was used every four weeks. Approximately 1 gram of DPD was used four times a day for testing.
 - Sodium Hypochlorite (HTH), granular used for algae eradication in clarifiers. An average of 100 lbs. was used on an as-needed basis.
 - Sodium Bi-sulfite, used in process for de-chlorination. An average of 2,000 gallons was used weekly.
 - Oil based paint, used for equipment maintenance was used on an as-needed basis. The paint was purchased in 10 gallon containers.
 - Paint thinner was kept at the plant and used for equipment maintenance. Typically, the paint thinner was purchased in 5 gallon containers.
3. Please refer to the answer to question 1 and the enclosed contractual documentation. In relation to sampling, a request will need to be made by EPA to TA. .
 4. OVB was 40 years old when STS was hired for O&M of the plant site. As such, the plant had undergone numerous renovations over the years. Overall, the plant was in fair condition and was organically overloaded. Materials and chemicals were stored in proper containers. Waste from the sludge removal process was transported to a TCEQ landfill. Photographs of the plant site taken in 1994 are attached to this letter (Attachment C).
 5. The plant was in good condition. Materials and chemicals were stored in proper containers. Waste from the sludge removal process was transported to a TCEQ landfill.

STS does not have any photographs of the plant from after the enclosed photographs from 1994.

STS shut down the OVB plant in April 2004 and drained the basins through a temporary pipeline to New Vince Bayou WWTP (NVB), which was located about 1 mile east of OVB. Materials and chemicals were transferred to NVB via truck, based on the personal recollection of myself and G. Jalowy. STS responsibility at OVB ended in April 2004. STS does not have any photographs of the plant from after the enclosed photographs from 1994.

6. No, STS ceased to operate the plant when it was shut down in 2004.
7. STS has no knowledge of this so cannot comment.
8. As STS's contract in respect of OVB concluded in April 2004, it has no knowledge of this so cannot comment.
9. STS did not file a closure report.
10. Hazardous waste was not treated at OVB. It was a domestic sewage treatment plant and received all of its wastewater through the City's sanitary sewer system. The plant never received waste through a dedicated pipeline nor did it ever received trucked waste, or ever knowingly treat or process hazardous waste, based on the personal recollection of myself and G. Jalowy:
11. OVB utilized biological processes to treat domestic wastewater. Chemicals used for disinfection and dewatering processes are listed in STS's response to question 2 above.
12. STS has no knowledge that any of the listed hazardous substances were ever used at OVB in the course of its operation.
13. On an annual basis, a Belt Press Sludge Cake sample was analyzed (TCLP) for many of the listed chemicals. Sludge cake from the plant was transported by truck and disposed in a TCEQ permitted landfill. Copies of TCLP analysis reports are attached (Attachment B).
14. As STS's contract in respect of OVB concluded in April 2004, it has no knowledge of this so cannot comment.
15. To my knowledge no spills or releases of hazardous materials ever occurred at OVB whilst STS was operating the plant. As a domestic wastewater plant, there may have been an occasional release of domestic wastewater, which would have contained normal background concentration contaminants. STS does not have any records of any spills/releases during its tenure given that it has been over 10 years since the end of the relevant contract.

16. STS applied for TCEQ domestic wastewater permit renewals on behalf of the City and operated the plant within the limits set forth in the permits.
17. There were many permit exceedances during the 10 years of STS operations of the plant. At the time of contract commencement with the City, the plant was organically overloaded. STS was able to significantly reduce the number of exceedances prior to plant shutdown. STS does not have any records of the exceedance during its tenure given that it has been over 10 years since the end of the relevant contract but they would have been filed with TCEQ at the time of their occurrence.

The information provided in this document is, to the best of my knowledge, true and accurate.

Sincerely,



Richard Neely
SEVERN TRENT ENVIRONMENTAL SERVICES, INC.
Project Manager - Pasadena Project
209 N. Main St., Pasadena, TX, 77506
713-477-5856

Attachment A

Original of 20. 40. 60. 80. 100. 120. 140. 160. 180. 200. 220. 240. 260. 280. 300. 320. 340. 360. 380. 400. 420. 440. 460. 480. 500. 520. 540. 560. 580. 600. 620. 640. 660. 680. 700. 720. 740. 760. 780. 800. 820. 840. 860. 880. 900. 920. 940. 960. 980. 1000.

COP Contract
Original

AGREEMENT
FOR
OPERATION AND MAINTENANCE
OF
VINCE BAYOU, DEEPWATER AND GOLDEN ACRES
WASTEWATER TREATMENT FACILITY

BETWEEN
ST ENVIRONMENTAL SERVICES, INC.
AND
THE CITY OF PASADENA

MARCH 1, 1994

Terminates: 9/30/15

AGREEMENT FOR
OPERATION AND MAINTENANCE
OF VINCE BAYOU, DEEP WATER AND GOLDEN ACRES
WASTEWATER TREATMENT FACILITY

THIS AGREEMENT, made and entered into this 1st day of March, 1994, by and between:

The City of Pasadena, a Home Rule City located in the County of Harris, State of Texas (hereafter, the "OWNER") acting through its CITY COUNCIL, and ST ENVIRONMENTAL SERVICES, INC., a Pennsylvania corporation with its principal place of business in Houston, Harris County, Texas (hereafter, the "OPERATOR").

WHEREAS, the OWNER owns the wastewater treatment facilities (hereafter, the "Treatment Facilities") as more particularly defined in Attachment A and more specifically described in Exhibit One (A., B., and C.);

WHEREAS, the OWNER has the authority under the laws of the State of Texas (the "State") to enter into this Agreement and desires to enter into this Agreement for the operation and maintenance of the Treatment Facilities;

WHEREAS, the OPERATOR is experienced in and capable of supplying professional operation and maintenance services to the Treatment Facilities; and

WHEREAS, the OWNER desires to engage the OPERATOR to act as its independent contractor in operating and maintaining the Treatment Facilities;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

ARTICLE I. PURPOSE

During the term of this Agreement, the OWNER agrees to engage the OPERATOR as an independent contractor to operate and maintain the Treatment Facilities, which are owned and controlled by the OWNER. Each party hereto agrees that it will cooperate in good faith with the other, its agents and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement.

ARTICLE II. SCOPE OF SERVICE

The scope of service to be provided by the OPERATOR under this Agreement will include the management, operation and maintenance and repair of the Treatment Facilities to the extent specifically set forth in this Article II (hereinafter, the "Scope of Service"):

ARTICLE IV. TERM AND TERMINATION

Term

Services by the OPERATOR under this Agreement shall commence on March 1, 1994 and end on February 28, 1999. The Agreement will thereafter continue unless otherwise superseded or terminated in writing by the parties hereto. The parties understand that during the course of this agreement OWNER may arrange for construction of new or modified facilities that may necessitate an amendment to this agreement to accommodate a change in Scope of Services.

Termination

This Agreement may be terminated for breach or default (collectively, "breach"), for reasons including (i) the breach is a material one; (ii) the party claimed to have committed the breach has received written notice from the other party of such breach given in accordance with the notice provisions of Article VII of this Agreement, which notice shall state with reasonable specificity the breach complained of and which shall state that the claimed breach is of such a nature that it, in the opinion of the non-breaching party, would give the non-breaching party a right to terminate this Agreement unless the default is cured as set forth below; and (iii) the party claimed to have breached shall have neither cured the breach within a reasonable time, but in any event within not less than ten (10) nor more than thirty (30) days from the date of its receipt of written notice of breach or, with respect to a breach which cannot be cured within said period, shall have failed to take within said period steps to cure such breach and diligently continued steps to cure such breach commenced within said period and diligently pursued. It is expressly understood and agreed that the notice required and the right to cure afforded by this provision shall apply to each and every obligation of the parties under this Agreement, whether the obligation is a general or specific one.

In the event that the Treatment Facilities shall be damaged or destroyed rendering them incapable of processing waste and the OWNER, after consultation with the OPERATOR, determines to shut down the Treatment Facilities, the OWNER and the OPERATOR shall each have the right, upon sixty (60) days prior notice to the other party, to terminate this Agreement. In the event the OWNER determines to re-open the Treatment Facilities after such shut down, the OPERATOR may be entitled at option of OWNER to provide services with respect to the Treatment Facilities upon the terms and conditions contained in this Agreement, as the same may be modified by the parties hereto based on good faith negotiations taking into account such changes as may have taken place with respect to the Treatment Facilities.


In any event and without cause this agreement may be terminated upon sixty (60) days written notice given by a party to the other. Upon termination OPERATOR shall peacefully surrender all property and premises to OWNER.


Severability

Should any part of this Agreement for any reason be declared invalid or void, such declaration will not affect the remaining parts of this Agreement, which will remain in full force and effect as if the Agreement had been executed with the invalid portion eliminated.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

ATTEST:


LYNNE SUMMERS, ACTING CITY SECRETARY
APPROVED.

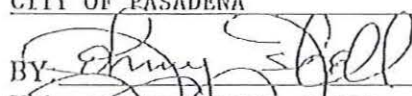

LEE CLARK, CITY ATTORNEY

ATTEST:

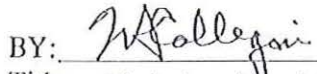


OWNER:

CITY OF PASADENA

BY: 
Title: JOHNNY ISBELL, MAYOR

ST ENVIRONMENTAL SERVICES, INC.

BY: 
Title: Division President

04/24/95 14:55

ST ENVIRONMENTAL SERVICES - GULF COAST

NO. 953 P001/005

RECEIVED FROM G.M.
5.27.04

FIRST AMENDMENT TO THE FEBRUARY, 1994
AGREEMENT FOR OPERATION AND MAINTENANCE OF
VINCE BAYOU, DEEPWATER AND GOLDEN ACRES
WASTEWATER TREATMENT FACILITY BETWEEN
ST ENVIRONMENTAL SERVICES, INC. AND
THE CITY OF PASADENA

WHEREAS, effective March 1, 1994, ST Environmental Services, Inc. (hereinafter referred to as "OPERATOR") and the City of Pasadena (hereinafter referred to as "OWNER") mutually entered into an Agreement for Operation and Maintenance of Vince Bayou, Deepwater and Golden Acres Wastewater Treatment Facilities (hereinafter referred to as "STES Agreement") under which OPERATOR provides wastewater facility operations and maintenance services to OWNER on a contracted basis; and

WHEREAS, during the negotiations of the STES Agreement, OPERATOR asserted that through its operations, maintenance, and capital improvements, OPERATOR could significantly reduce OWNER's costs pursuant to OWNER's 6/3/86 Operating Agreement with Gulf Coast Waste Disposal Authority (said agreement hereinafter referred to as "Gulf Coast Agreement" and Gulf Coast Waste Disposal Authority hereinafter referred to as "Authority"); and

WHEREAS, OPERATOR in good faith gave OWNER advance credit for the anticipated savings to be achieved by reducing OPERATOR's base price in the amount of \$240,000 per year with hope of later negotiating an arrangement under which OWNER and OPERATOR would share in the savings realized by OPERATOR's activities; and

WHEREAS, OWNER and OPERATOR have in good faith negotiated such an arrangement which is mutually beneficial and fair to both parties;

THEREFORE, OWNER and OPERATOR agree to amend the STES Agreement in return for the mutual consideration exchanged herein, the adequacy and sufficiency of which is acknowledged by both OWNER and OPERATOR.

Sharing of Savings from OPERATOR's Efficiency

OPERATOR and OWNER both anticipate, that through operations and maintenance practices, capital expenditures, or facility improvements, OPERATOR may reduce the annual amount paid to Authority pursuant to Article II of the Gulf Coast Agreement from

04/24/95 14:55 ST ENVIRONMENTAL SERVICES → GULF COAST

NO. 953 P003/005

Termination of Amendment

This Amendment shall begin, effective as of March 1, 1994 and continue until terminated, as provided herein. This Amendment will terminate when the STES Agreement terminates or when OWNER places into operation a new wastewater treatment facility which mitigates the need for additional waste disposal services from Gulf Coast. This Amendment will be subject to renegotiation and possibly termination at the option and request of either OWNER or OPERATOR, if and when costs paid to the Authority exceed \$900,000 per year, the current Gulf Coast Agreement is either amended or terminated, or any other event beyond control of OPERATOR or OWNER occurs.

Effect of Amendment on Gulf Coast Agreement

Although pursuant to this Amendment, OPERATOR is assuming responsibility for OWNER's payment obligations under the Gulf Coast Agreement, this Amendment is not an assignment prohibited by section 3.09 of the Gulf Coast Agreement. Rather, this amendment merely memorializes the method by which OWNER and OPERATOR will effectuate the reimbursements due to each other pursuant to the STES Agreement.

Ratification of Operations Agreement

Except as specifically amended herein, both OWNER and OPERATOR fully ratify and confirm the STES Agreement in all respects.

Both OWNER and OPERATOR duly indicate their approval of this Amendment on this ____ day of November, 1994, by signing below.

ATTEST:


LYNNE SUMMERS, CITY SECRETARY
APPROVED

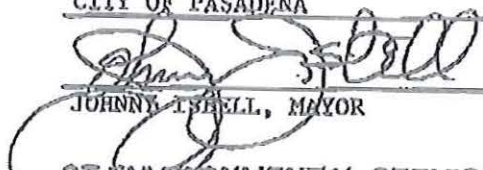
LEE CLARK, CITY ATTORNEY

ATTEST:

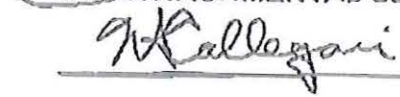


OWNER:

CITY OF PASADENA


JOHNNY ISBELL, MAYOR

ST ENVIRONMENTAL SERVICES, INC.



SECOND AMENDMENT TO THE FEBRUARY, 1994
ORD. 99-232
AGREEMENT FOR OPERATION AND MAINTENANCE OF
VINCE BAYOU, DEEPWATER, AND GOLDEN ACRES
WASTEWATER TREATMENT FACILITIES BETWEEN
SEVERN TRENT ENVIRONMENTAL SERVICES, INC.
AND THE CITY OF PASADENA

WHEREAS, effective March 1, 1994, S T Environmental Services, Inc. (S T Environmental Services, Inc. and its successor in interest Severn Trent Environmental Services, Inc. are collectively and individually hereinafter referred to as "OPERATOR") and the City of Pasadena, Texas, a home rule municipal corporation of the State of Texas (hereinafter referred to as "OWNER") mutually entered into the Agreement for Operation and Maintenance of Vince Bayou, Deepwater, and Golden Acres Wastewater Treatment Facilities (hereinafter referred to as the "STES Agreement") under which OPERATOR provides wastewater facility operations and maintenance services to OWNER on a contracted basis; and

WHEREAS, in November, 1994, S T Environmental Services, Inc. and the City of Pasadena amended the STES Agreement by mutually executing the First Amendment to the February, 1994 Agreement for Operation and Maintenance of Vince Bayou, Deepwater, and Golden Acres Wastewater Treatment Facilities (hereinafter referred to as "First Amendment") under which the rights and responsibilities of both OPERATOR and OWNER were expanded; and

WHEREAS, both OWNER and OPERATOR desire to extend the STES Agreement beyond its current scheduled termination date of February 28, 1999 until February 28, 2009; and

WHEREAS, both OWNER and OPERATOR desire to change the written notice of termination described in Article IV, from (60) days to (90) days; and

WHEREAS, both OWNER and OPERATOR desire to provide OWNER with the ability to adjust the compensation due to OPERATOR 1 year after the new Vince Bayou Wastewater Treatment Facility contemplated by the OWNER is completed and on line; and

WHEREAS, both OWNER and OPERATOR desire to change the way annual price adjustments based upon flow as described in Article V, Wastewater Flow and Loading Adjustment and in Attachments E1, E2, and E3 are made; and

WHEREAS, both OWNER and OPERATOR agree that invoice numbers 43117, 43031, 43032 and 43033 that were paid on June 25, 1999, and were the final invoices for services provided during the initial 5 year contract period ending February 28, 1999, in consideration hereof all claims for additional fees arising out of the contract prior to this date are considered paid in full and/or terminated; and

WHEREAS, both OWNER and OPERATOR desire to update the rates and prices charged for maintenance and repairs as provided in Article V, Maintenance and Capital Expenditures and Repairs Limit and in Article II, Emergency Situations; NOW

THEREFORE, OWNER and OPERATOR agree to further amend the STES Agreement (hereinafter referred to as the "Second Amendment") in return for the mutual consideration exchanged herein, the legal adequacy and sufficiency of which is acknowledged by both OWNER and OPERATOR.

Assignment by S T Environmental Services, Inc.

OPERATOR represents that, and OWNER acknowledges that Severn Trent Environmental Services, Inc. is the successor in interest to the original contracting entity and is fully responsible for all aspects of the STES Agreement, the First Amendment, and this Second Amendment. OPERATOR'S new address of record is:

Severn Trent Environmental Services, Inc.
16337 Park Row
Houston, Texas 77084

Term

The STES Agreement as amended herein, is renewed and extended; and the February 28, 1999 termination date referenced in Article IV Term and Termination of the STES Agreement is hereby extended and changed to February 28, 2009.

Future Fixed Fee Compensation Following Construction of New Wastewater Facility

One year after the completion of construction, final acceptance, and placing on line of the new Vince Bayou Wastewater Treatment Facility being planned by OWNER, OWNER and OPERATOR both mutually agree in advance to negotiate in good faith a fair and equitable price to be charged by OPERATOR for operating OWNER'S wastewater facilities. Should the parties fail to arrive at a mutually agreeable price for the continuation of services described in this agreement within 90 days after the one year period referenced above, OWNER reserves the right to seek other proposals for the services required. Until such time as new price terms are reached, the then current prices and charges and maintenance limits as adjusted pursuant to the provisions of the STES Agreement, the First Amendment, and this Second Amendment shall remain in full force and effect.

Annual Adjustment

Attachment D as described in Article V, and Attachments E1, E2, and E3 is hereby replaced with attachment New Attachment D which is attached hereto and is incorporated herein by reference.

Fixed Fee Adjustments Based Upon Flow

Attachments E1, E2, and E3 as described in Article V, Wastewater Flow and Loading Adjustment are hereby replaced with attachments New Attachment E1, New Attachment E2, and New Attachment E3, all of which are attached hereto and are incorporated herein by reference. The adjustments contemplated by those attachments will be made beginning in the annual contract anniversary period which starts on February 28, 1999.

Maintenance and Repair Rates

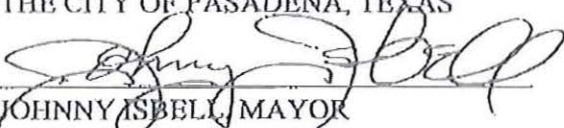
The STES rates for materials, equipment, labor and services as described in Article V, Maintenance and Capital Expenditures and Repairs Limit and in Article II, Emergency Situations shall be the rates and charges shown on the STES Standard Schedule of Rates attached hereto as Exhibit 1, which is also incorporated herein by reference. These rates are the same rates that OPERATOR has used in determining costs and prices under these sections of the STES Agreement and the First Amendment.

STES Agreement and First Amendment Not Affected

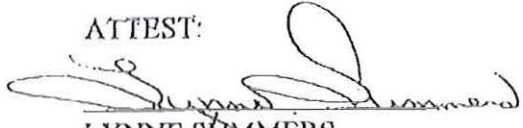
OWNER and OPERATOR fully ratify and confirm all other provisions of the STES Agreement and the First Amendment. OWNER and OPERATOR both acknowledge that, except as specifically amended herein, no other provision of the STES Agreement or the First Amendment is changed, altered, or affected by this Second Amendment. For items specifically addressed in this Second Amendment, the provisions herein shall control over any conflicting or potentially conflicting provisions in the STES Agreement and the First Amendment.

OWNER and OPERATOR duly indicate their approval of this Second Amendment on this 28th day of December, 1999.


THE CITY OF PASADENA, TEXAS


JOHNNY ISBELL, MAYOR
OF THE CITY OF PASADENA, TEXAS

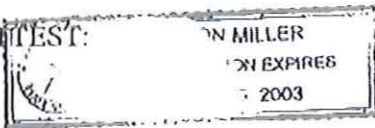
ATTEST:


LYNNE SUMMERS
CITY SECRETARY
CITY OF PASADENA, TEXAS

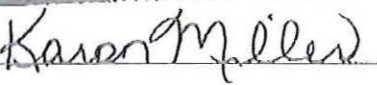
APPROVED:


LEE CLARK
CITY ATTORNEY
CITY OF PASADENA, TEXAS


ATTEST:



By:



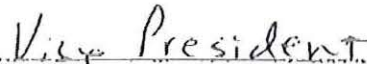
By:



Title:

 Resource Utilization
Specialist

Title:

 Vice President



March 03, 2004

Richard Neely
Severn Trent Services
3512 Pasadena Freeway
Pasadena, TX 77503

TEL: (713) 477-5856
FAX (713) 475-0501

RE: PO# 23687 TXP

Dear Richard Neely:

Order No.: 0402012

TCLP
2004

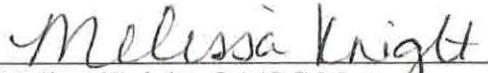
Anacon, Inc. received 4 samples on 2/3/2004 for the analyses presented in the following report.

Analyses are performed with method-required QA/QC samples. These data are provided along with the sample results. There were no problems with the analyses except where noted in the Case Narrative.

If you have any questions regarding these tests results, please feel free to call.

Sincerely,


James Lee, Lab Manager


Melissa Knight, QA/QC Manager

Total Number of Pages 020
(Excluding Date Package Cover Sheet)

730 FM 1959
HOUSTON, TX 77034
(281) 922-7000 Tel.
(281) 481-0089 Fax



Chain of Custody Record ORIGINAL

Page 1 of 1

Client: Severn Trent Services
3512 Pasadena Fwy., Pasadena, TX
77503

Contact Person: Rick Neely
Phone Number: 713-477-5856
Fax Number: 713-475-0501

Anacon Log Number: 0402012
Due Date: _____
Turn Around Time: Standard

Delivered By: <u>R. Neely</u>		Sampled By: <u>Rick Neely</u> <small>Please Print</small>		Type of Analysis Requested													
Custody Seal (Y/N): <u>YES</u>																	
Temperature: <u>2°C</u>																	
Log Number	Sample Matrix	Date/Time Collected	Number of Containers	Client Sample ID	TCLP	Paint Filter	Salmonella	Fecal Coliform	Demeton							pH	Remarks
01	Solid	2/3/04 1245	2	Deepwater Cate	✓	✓	✓	✓									
02	Solid	2/3/04 1355	2	Golden Acres Cate	✓	✓	✓	✓									
03	Solid	2/3/04 1310	2	Vince Bayou Cate	✓	✓	✓	✓									
04	Water	2/2/04 1500	1	Deepwater Effluent					✓								
<div style="border: 1px solid black; border-radius: 50%; padding: 10px; display: inline-block;"> PO# 23687 TXP </div>																	
Note: TCLP Method - 40 CFR Part 261, Appendix II and 40 CFR Part 268, Appendix I Contaminants - 40 CFR Part 261.24, Table I Paint Filter Test - Method 9095																	
Relinquished By: <u>Richard Neely</u>		Date: <u>2/3/04</u> Time: <u>1614</u>		Relinquished By:		Date:		Time:									
Accepted By: <u>H. Nana</u>		Date: <u>2/3/04</u> Time: <u>1614</u>		Accepted By:		Date:		Time:									
Relinquished By:		Date:		Time:		Relinquished By:		Date:		Time:							
Accepted By:		Date:		Time:		Accepted By:		Date:		Time:							

Anacon, Inc.

Date: 24-Feb-04

CLIENT: Severn Trent Services
Lab Order: 0402012
Project: PO# 23687 TXP
Lab ID: 0402012-003A

Client Sample ID: Vince Bayou Cake
Tag Number:
Collection Date: 2/3/2004
Matrix: SOLID

Analyses	Result	Limit	Qual	Units	DF	Date Analyzed
ICP METALS, TCLP LEACHED		SW1311/6020				Analyst: HN
Arsenic	ND	0.100		mg/L	1	2/6/2004 5:00:00 PM
Barium	ND	0.150		mg/L	1	2/6/2004 5:00:00 PM
Cadmium	ND	0.0500		mg/L	1	2/6/2004 5:00:00 PM
Chromium	ND	0.0500		mg/L	1	2/6/2004 5:00:00 PM
Lead	ND	0.100		mg/L	1	2/6/2004 5:00:00 PM
Mercury	ND	0.00100		mg/L	1	2/6/2004 5:00:00 PM
Selenium	ND	0.100		mg/L	1	2/6/2004 5:00:00 PM
Silver	ND	0.0500		mg/L	1	2/6/2004 5:00:00 PM
SEMIVOLATILES TCLP		SV8270C				Analyst: MB
1,4-Dichlorobenzene	ND	30.0		µg/L	1	2/11/2004 7:53:00 AM
2,4,5-Trichlorophenol	ND	30.0		µg/L	1	2/11/2004 7:53:00 AM
2,4,6-Trichlorophenol	ND	30.0		µg/L	1	2/11/2004 7:53:00 AM
2,4-Dinitrotoluene	ND	30.0		µg/L	1	2/11/2004 7:53:00 AM
2-Methylphenol	ND	30.0		µg/L	1	2/11/2004 7:53:00 AM
4-Methylphenol	64.2	30.0		µg/L	1	2/11/2004 7:53:00 AM
Hexachlorobenzene	ND	30.0		µg/L	1	2/11/2004 7:53:00 AM
Hexachlorobutadiene	ND	30.0		µg/L	1	2/11/2004 7:53:00 AM
Hexachloroethane	ND	30.0		µg/L	1	2/11/2004 7:53:00 AM
Nitrobenzene	ND	30.0		µg/L	1	2/11/2004 7:53:00 AM
Pentachlorophenol	ND	30.0		µg/L	1	2/11/2004 7:53:00 AM
Pyridine	ND	30.0		µg/L	1	2/11/2004 7:53:00 AM
Cresols (total)	64.2	30.0		µg/L	1	2/11/2004 7:53:00 AM
Surr: 2,4,6-Tribromophenol	95.2	10-123		%REC	1	2/11/2004 7:53:00 AM
Surr: 2-Fluorobiphenyl	73.8	43-116		%REC	1	2/11/2004 7:53:00 AM
Surr: 2-Fluorophenol	59.4	21-100		%REC	1	2/11/2004 7:53:00 AM
Surr: 4-Terphenyl-d14	83.0	33-141		%REC	1	2/11/2004 7:53:00 AM
Surr: Nitrobenzene-d5	54.3	35-114		%REC	1	2/11/2004 7:53:00 AM
Surr: Phenol-d6	55.8	10-94		%REC	1	2/11/2004 7:53:00 AM
HERBICIDES TCLP		SW8151				Analyst: MB
2,4,5-TP	ND	0.100		mg/L	1	2/10/2004
2,4-D	ND	0.100		mg/L	1	2/10/2004
PESTICIDES TCLP		SW8081A				Analyst: MB
4,4'-DDD	ND	0.500		µg/L	1	2/11/2004
4,4'-DDE	ND	0.180		µg/L	1	2/11/2004
4,4'-DDT	ND	0.210		µg/L	1	2/11/2004
Chlordane	ND	1.00		µg/L	1	2/11/2004
Endrin	ND	1.00		µg/L	1	2/11/2004
gamma-BHC	ND	1.00		µg/L	1	2/11/2004
Heptachlor	ND	1.00		µg/L	1	2/11/2004

Qualifiers: ND - Not Detected at the Reporting Limit
J - Analyte detected below quantitation limits
B - Analyte detected in the associated Method Blank
* - Value exceeds Maximum Contaminant Level

S - Spike Recovery outside accepted recovery limits
R - RPD outside accepted recovery limits
E - Value above quantitation range

Anacon, Inc.

Date: 24-Feb-04

CLIENT: Severn Trent Services
Lab Order: 0402012
Project: PO# 23687 TXP
Lab ID: 0402012-003A

Client Sample ID: Vince Bayou Cake
Tag Number:
Collection Date: 2/3/2004
Matrix: SOLID

Analyses	Result	Limit	Qual	Units	DF	Date Analyzed
PESTICIDES TCLP		SW8081A	()			Analyst: MB
Heptachlor epoxide	ND	1.00		µg/L	1	2/11/2004
Methoxychlor	ND	1.00		µg/L	1	2/11/2004
Toxaphene	ND	50.0		µg/L	1	2/11/2004
Surr: Decachlorobiphen	30.4	30-150		%REC	1	2/11/2004
Surr: Tetrachloro-m-xylene	ND	30-150		%REC	1	2/11/2004
VOLATILES TCLP		SW8260B				Analyst: HL
1,1-Dichloroethene	ND	10.0		µg/L	1	2/10/2004 11:11:00 PM
1,2-Dichloroethane	ND	10.0		µg/L	1	2/10/2004 11:11:00 PM
2-Butanone	ND	100		µg/L	1	2/10/2004 11:11:00 PM
Benzene	ND	10.0		µg/L	1	2/10/2004 11:11:00 PM
Carbon tetrachloride	ND	10.0		µg/L	1	2/10/2004 11:11:00 PM
Chlorobenzene	ND	10.0		µg/L	1	2/10/2004 11:11:00 PM
Chloroform	ND	10.0		µg/L	1	2/10/2004 11:11:00 PM
Tetrachloroethene	ND	10.0		µg/L	1	2/10/2004 11:11:00 PM
Trichloroethene	ND	10.0		µg/L	1	2/10/2004 11:11:00 PM
Vinyl chloride	ND	10.0		µg/L	1	2/10/2004 11:11:00 PM
Surr: 1,2-Dichloroethane-d4	84.1	80-120		%REC	1	2/10/2004 11:11:00 PM
Surr: 4-Bromofluorobenzene	93.4	86-115		%REC	1	2/10/2004 11:11:00 PM
Surr: Dibromofluoromethane	98.4	86-118		%REC	1	2/10/2004 11:11:00 PM
Surr: Toluene-d8	109	88-110		%REC	1	2/10/2004 11:11:00 PM
FECAL COLIFORM		M9221 E				Analyst: GL
Fecal Coliform	2180	2.00		MPN/g	1	2/3/2004
PAINTFILTER		SW9095				Analyst: JR
Paint Filter	PASS	0		PASS/FAIL	1	2/5/2004
SALMONELLA		AOAC 15TH EDITION				Analyst: GL
Salmonella	ND	1.00			1	2/6/2004

Qualifiers: ND - Not Detected at the Reporting Limit
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E - Value above quantitation range



